

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS

Kellie DeFries

Plaintiff

versus

**MSB Trade Inc. dba Central Sales; SEI Boutique
LLC dba SEI Boutique;**

US entity Defendants

and

**Jiarui_US dba JRUI Tech; Shenzhen Xiruiya
Technology Inc. dba Libby's Store;
Guangzhou Yun He Trading Ltd. dba Honey
Joy Beauty & Health; Qingdao Haifusheng
Commercial and Trading Co., Ltd. dba**

Haifusheng and dba HH1;

**Hefeinenxiongshangmaoyouxiangongsi dba
Zhouyanghao, dba PAFUWEI;**

**Shenzhenshixinqitongdianzishangwuyouxian
gongsi dba Xinqitong and dba SKD-US;**

**Liaochengshichaoyueshangmaoyouxiangongsi
i dba Chaoyues; Jiangxi Pengxian Shiye Co.
dba Lootaan; Pujiang Qiaoqiao Crystal Ltd.
dba Shiny Crystal and dba Nibiru; Nanjing
Good Stone Sink Decoration Engineering Co.
dba Aroic;**

**Shenzhenbaishenghongchangmaoyiyouxian
ongsi dba MissDeer-US; Shenzhen Baisite
Network Technology Co. Ltd. dba Bysiter;
Shenzhenshi**

**Honghaodianzishangwuyouxiangongsi dba
Yokilly Beauty;**

**ShenZhenShiJiHengDianZiShangWu Co.
Ltd. dba TCsupply; Xuqian Xu dba**

**BeautyChen; Shen Zhen Shi Xin Ji Hong Ke
Ji You Xian Gong Si dba Ultevy and dba**

**Yinglong US; Shenzhen Youzen Commerce
Co. Ltd. dba Biutee Store; Jiu Quan Lan Xin**

**Shang Mao You Xian Gong Si dba Kryuie; He
Siyang dba Moibase; Gao YongXue dba**

Civil Action No. ____

Jury Demand

Yongsuus; Yueqing Ogrgy International Trade Co. Ltd. dba Orgry US Tech; HiMo Direct dba Shenzhen Shi Baoan Qu Shajing Jingyida Muju xiangе; Junhui Peng dba Onwon; Qiming Qin dba Aliface and dba Winskysea and dba Winsocool; Guangzhou Yun He Trading Ltd. dba Honey Joy Beauty & Health; Dongguan Haonuosen Network Technology Co., Ltd. dba Dongguanshi Haonuosen Wangluokeji Youxiangongsi and Honoson; Shenzhen Jingdu Network Technology Co. Ltd. dba Unique2u; ShenZhen ManManLi Cosmetics Limited dba NMKL38; Dongguan Tatuo Network Technology Co., Ltd. dba Deskoti, and dba Tatuo US; yiqingguan dianzishangwu youxiangongsi dba ECLEAR; Shenzhenshi Aodawo Shangmaoyouxiangongsi dba Audab Store; Shenzhen Aoshang Technology Co., Ltd. dba shenzhenshiaoshangkejiyouxiangongsi and dba Aoshang; Wuhan Xiaqi Technology Co., Ltd. dba Vikerer and Vikerer-US; Dequan Yu dba MuOu;	\$
Guizhoukaiyihaobangongjiajuyouxiangongsi dba FVFGB; Wang Yue Xia dba Tophoolink; Guangzhou Huiqi Trading Co., Ltd. dba GuangzhouHuiqimaoyiyouxiangongsi and dba Amaoz; GuangZhou ShiDe Trade Company Limited dba Beuniar; ShenZhen GuoHao Technology Development Co., Ltd. dba Eyxformula; Guangzhou Dixian Garment Co., Ltd dba Latibell; GuTeng technology Co,Ltd dba Angnya Nails; Shenzhen Shi Hongbisheng Ke Ji You Xian Gong Si dba TEOYALL;	\$
Dongguanshijieshimeidianzikejiyouxiangong si dba COSITTE; Liaocheng Kangyue Trading Co., Ltd. dba Kang Yue Trading0; Hefei hongteng wangluo keji you xian gong si dba Mooerca US; Shenzhenshi Fuheng E-commerce Co., Ltd dba Shenzhenshi Fuheng Dian Zi Shangwu Youxian Gongsi and dba Noverlife; Yiwu Jingqiao Technology Co., Ltd. dba JQiao; Pujiang Ruiyi Hardware Tools Co., Ltd. dba AILIPU; Shenzhen Yingshihong Electronic Technology Co., Ltd. dba Henry & Helen; Shenzhenshi Peiyun Keji	\$

Youxiangongsi <i>dba</i> Yuntop; Zhengding Xian	§
Giaoling Shang Mao You Xian Gong Si <i>dba</i>	§
Qiaoling Trade Co., Ltd.; Zhongshanshi	§
Xiaomiao Dianzi Shangwu Youxiangongsi	§
<i>dba</i> Afantti US; Dong Guan Shi Jia Sheng	§
Dian Zi Shang Wu You Xian Gong si <i>dba</i>	§
Jiasheng Direct and Jiasheng Store; Huizhou	§
YLTD Logistics Technology Co., Ltd. <i>dba</i>	§
Love Lives;	§
yiwushioumeidianzishangwuyouxiangongsi	§
<i>dba</i> Nail SF;	§
Nanjingqianroubuliaoyouxiangongsi <i>dba</i>	§
Yinglong US; and Does 1-50.	§
	§
Chinese Entity Defendants.	§

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Kellie DeFries hereby sues the Defendants listed above and alleges as follows:

THE PARTIES

1. Plaintiff **Kellie DeFries** is an individual residing in National City, California and doing business in the Northern District of Texas.

2. Defendant **MSB Trade Inc.** *dba* Central Sales is an American entity with listed offices at: 1 Central Sales Way, Highland Mills NY, 10930 US. On information and belief, MSB Trade Inc. may be reached at this address.

3. Defendant **SEI Boutique LLC** *dba* SEI Boutique is an American entity with listed offices at: Room 307, 1315 W Gum St., Rogers, AR, 72758-5020 US. On information and belief, SEI Boutique LLC. may be reached at this address.

4. Plaintiff has identified a plurality of Chinese entities with self-reported contact information that it finds untrustworthy. Plaintiff has drafted a motion for leave to conduct jurisdictional discovery of third-party Amazon.com, Inc., who can reasonably expected possess relevant contact information for each Defendant but, on information and belief, alleges herein:

a. Defendant **Jiarui_US** *dba* JRUI Tech is a Chinese entity with listed offices at: Room 301, No. 2, San Wai Road, Chung Tau, Dongguan city, Chang'an Town, Guangdong Province 523000 CN. On information and belief, JIARUI_US may be reached at this address. JRUI_US has disclosed mailroom-ch@mg-ip.com as a correspondence email with the USPTO and, on information and belief, may be reached at this email address.

b. Defendant **Guangzhou Yun He Trading Ltd.** *dba* Honey Joy Beauty & Health is a Chinese entity with listed offices at: Room 307, Jin Fu Building, Qi Fu Road No. 90, Bai Yun District, Guangzhou, Guangdong, China, Guangzhou, Guang Dong 510410.CN. On information and belief, Guangzhou Yun He Trading Ltd. may be reached at this address. Guangzhou Yun He Trading Ltd. has disclosed 3513807825@qq.com as a correspondence email with the USPTO and, on information and belief, may be reached at this address.

c. Defendant **Qingdao Haifusheng Commercial and Trading Co., Ltd.** *dba* Haifusheng *and dba* HH1 is a Chinese entity with listed offices at: Liuting Street, Chengyang District, 500 meters north of Shuangbu Community Neighborhood Committee, Qingdao, Shandong Province, 266100 CN. On information and belief, Qingdao Haifusheng Commercial and Trading Co., Ltd. may be reached at this address.

d. Defendant **Hefeinenxiongshangmaoyouxiangongsi** *dba* Zhouyanghao *and dba* PAFUWEI is a Chinese entity with listed offices at: Room 301, Office Building, Xingchen Garden, Xuancheng Road, Hefei, Baohe District, Anhui Province, 230000 CN. On information and belief, Qingdao Haifusheng

Commercial and Trading Co., Ltd. may be reached at this address.

Hefei nengxiongshangmaoyouxiangongsi has disclosed topmark@vip.126.com as a correspondence email with the USPTO and, on information and belief, may be reached at this email address.

e. Defendant **Shenzhenshixinqitongdianzishangwuyouxiangongsi dba Xinqitong and dba SKD-US** is a Chinese entity with listed offices at: zhangshubushequzhangfubeilu8haosanqi3dong2002, zhangshubushequzhangfubeilu8haosanqi3dong2002, Shenzhen, Guangdong, 518000 CN. On information and belief, Shenzhenshixinqitongdianzishangwuyouxiangongsi may be reached at this address.

f. Defendant **Liaochengshichaoyueshangmaoyouxiangongsi dba CHAOYUES** is a Chinese entity with listed offices at: No. 27, Zone B, Ten Billion Logistics Park, Phoenix Industrial Park, Liaocheng, Dongchangfu District, Shandong Province, 252000 CN. On information and belief, Liaochengshichaoyueshangmaoyouxiangongsi may be reached at this address. Liaochengshichaoyueshangmaoyouxiangongsi has disclosed m.bao@kkklaw.com and jk.oh@kkklaw.com as correspondence emails with the USPTO and, on information and belief, may be reached at any of these email addresses.

g. Defendant **Jiangxi Pengxian Shiye Co. dba Lootaan** is a Chinese entity with listed offices at: Gongyedadao 129 Jinxian Wengangzhen Tanhucunweihui, Duanjiacun, Nanchang, Jiangxi, 330017, CN. On information and belief, Jiangxi Pengxian Shiye Co may be reached at this address. Jiangxi

Pengxian Shiye Co. has disclosed vat_linruolan@aliyun.com as a correspondence email with the USPTO and, on information and belief, may be reached at this address.

h. Defendant **Pujiang Qiaoqiao Crystal Ltd.** *dba* Shiny Crystal and *dba* Nibiru is a Chinese entity with listed offices at: No.95, Songxi Village, Punan Street, Pujiang, Jinhua, Zhejiang, 322200, CN. On information and belief, Pujiang Qiaoqiao Crystal Ltd. may be reached at this address.

i. Defendant **Nanjing Good Stone Sink Decoration Engineering Co.** *dba* Aroic is a Chinese entity with listed offices at: Room 1209, Unit 1, Building 06, Wanhui City (North District), No. 8 Pukou Avenue, Jiangbei New District, Nanjing, Pukou District, Jiangsu Province, 211899 CN. On information and belief, Nanjing Good Stone Sink Decoration Engineering Co. may be reached at this address. Nanjing Good Stone Sink Decoration Engineering Co. has disclosed wayy634@163.com as a correspondence email with the USPTO and, on information and belief, may be reached at this address.

j. Defendant **Shenzhenbaishenghongchangmaoyiyouxiangongsi** *dba* MissDeer-US is a Chinese entity with listed offices at: Shui'an New Town Community, Ganzhou City, Longnan, Jiangxi Province, 341700 CN. On information and belief, Shenzhenbaishenghongchangmaoyiyouxiangongsi may be reached at this address. Shenzhenbaishenghongchangmaoyiyouxiangongsi has disclosed HAOBIDETM@126.com, zhangariel69@gmail.com, and jmlawchina@gmail.com as correspondence emails with the USPTO and, on information and belief, may be reached at any of these email addresses.

k. Defendant **Shenzhen Baisite Network Technology Co. Ltd.** *dba* Bysiter is a Chinese entity with listed offices at: Room 302 12th 3 Lane Lingxiahuayuan Xinan Street Baoan District, Shenzhen, Guangdong 518101 CN. On information and belief, Shenzhen Baisite Network Technology Co., Ltd. may be reached at this address. Shenzhen Baisite Network Technology Co. Ltd. has disclosed siziven@gmail.com as a correspondence email with the USPTO and, on information and belief, may be reached at this address.

l. Defendant **Shenzhenshi Honghaodianzishangwuyouxiangongsi** *dba* Yokilly Beauty is a Chinese entity with listed offices at: Longgangqu Bantianjiedao Wuheshequ, Zhujiangxujingjiayuan Diydong A405 Shi, Shenzhen, Guangdong, 518000 CN. On information and belief, Shenzhenshi Honghaodianzishangwuyouxiangongsi may be reached at this address. Shenzhenshi Honghaodianzishangwuyouxiangongsi has disclosed usa@howlader.net as a correspondence email with the USPTO and, on information and belief, may be reached at this address.

m. Defendant **ShenZhenShiJiHengDianZiShangWu Co. Ltd.** *dba* TCsupply is a Chinese entity with listed offices at: Yantian Community, Xixiang Street 102, No. 2, Lane 7, New 1 Village, Yantian ShenZhen City Baoan 518000 CN. On information and belief, ShenZhenShiJiHengDianZiShangWu Co. Ltd. may be reached at this address.

n. Defendant **Xuqian Xu** *dba* BeautyChen is a Chinese entity with listed offices at: Yuantanzhen Shuangfenggongyequ, Anqinshi, Anhui, 246314 CN. On information and belief, Xuqian Xu may be reached at this address.

Xuqian Xu has disclosed info@julawoffice.com and otzc010@126.com as correspondence emails with the USPTO and, on information and belief, may be reached at any of these email addresses.

o. Defendant **SHEN ZHEN SHI XIN JI HONG KE JI YOU XIAN GONG SI** *dba* Ultevy and *dba* Yinglong US is a Chinese entity with listed offices at: Dalang Street Peak Community, Room 505, Ayutthaya Times, Shenzhen, Longhua new district, Guangdong Province, 518110 CN. On information and belief, SHEN ZHEN SHI XIN JI HONG KE JI YOU XIAN GONG SI may be reached at this address. SHEN ZHEN SHI XIN JI HONG KE JI YOU XIAN GONG SI has disclosed shan.zhulaw@gmail.com and us@chanfone.com as correspondence emails with the USPTO and, on information and belief, may be reached at any of these email addresses.

p. Defendant **Shenzhen YOUZEN Commerce Co. Ltd.** *dba* Biutee Store is a Chinese entity with listed offices at: Room 502, B building, East Industrial Zone, Bantian street, Longgang District, SHENZHEN, GUANGDONG, 518129 CN. On information and belief, Shenzhen YOUZEN Commerce Co. Ltd. may be reached at this address. Shenzhen YOUZEN Commerce Co. Ltd. has disclosed 2853277606@qq.com and 2850712070@qq.com as correspondence emails with the USPTO and, on information and belief, may be reached at any of these email addresses.

q. Defendant **Jiu Quan Lan Xin Shang Mao You Xian Gong Si** *dba* Kryuie is a Chinese entity with listed offices at: 208A,2/F,A1, West Plaza,Shenzhen North Station, Zhiyuan Middle, Shenzhen Longhua Dist.,

Guangdong 518000 CN. On information and belief, Jiu Quan Lan Xin Shang Mao You Xian Gong Si may be reached at this address.

r. Defendant **HE SIYING** *dba* Moibase is a Chinese entity with listed offices at: C, 9th Floor, Lijing Pavilion, Haizhu Peninsula Garden, No. 45, Binjiang East Road, Guangzhou City, Haizhu District, Guangdong Province, 510260 CN. On information and belief, HE SIYING may be reached at this address. HE SIYING has disclosed richess@126.com as a correspondence email with the USPTO and, on information and belief, may be reached at this email address.

s. Defendant **Gao YongXue** *dba* Yongsuus is a Chinese entity with listed offices at: No. 4, Yuanshan Village, Weixin Town, Dingxi, Min County, Gansu, 748400 CN. On information and belief, Gao YongXue may be reached at this address.

t. Defendant **Yueqing Ogrgy International Trade Co. Ltd.** *dba* Orgry US Tech is a Chinese entity with listed offices at: Hongqiao Town Shangxianyang Village, Xianlongqian Road, Num. 33, Wenzhou, Zhejiang 325608 CN. On information and belief, Yueqing Ogrgy International Trade Co. Ltd. may be reached at this address.

u. Defendant **HiMo Direct** *dba* Shenzhen Shi Baoan Qu Shajing Jingyida Muju xiang is a Chinese entity with listed offices at: dongguanshi songshanhu keji shilu, DongGuan GuangDong 523808 CN.

v. Defendant **Junhui Peng** *dba* Onwon is a Chinese entity with listed offices in 402# 3 building 4th Luozhuang dongli haidian district, beijing beijing

100000 CN. Onwon has discloses kimli201504@163.com and bodoyor@126.com as correspondence emails with the USPTO and on information and belief, would thus receive electronic notice at these addresses.

w. Defendant **Qiming Qin** *dba* Aliface *and dba* Winskysea *and dba* Winsocool is a Chinese entity with listed office in 3-1 Hao, Jiao Yu Lu Qing Xiu Qu Nanning Guangxi 530000 CN. On information and belief, Winskysea sells approximately 201 infringing units per month for approximately [amount] via Amazon ASIN Nos. B07CWB7YFX.

x. Defendant **Guangzhou Yun He Trading Ltd.** *dba* Honey Joy Beauty & Health is a Chinese entity with listed offices at: Room 307, Jin Fu Building, Qi Fu Road No. 90, Bai Yun District, Guangzhou, Guangdong, China. 510410 CN. Honey Joy Beauty and Health has disclosed 3513807825@qq.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

y. Defendant **Dongguan Haonuosen Network Technology Co., Ltd.** *dba* Dongguanshi Haonuosen Wangluokeji Youxiangongsi *and dba* Honoson is a Chinese entity [with listed offices at: CHANGANZHEN SHATOU ZHENGDALU 3 HAO 609 FANG ZHENGDALU 3 HAO 609 FANG DONGGUANSHI GUANGDONGSHENG 523866 CN. Honoson has disclosed hengda_Receiving@aliyun.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

z. Defendant **Shenzhen Jingdu Network Technology Co. Ltd.** *dba* UNIQUE2U is a Chinese entity with listed offices at: Xinan Subdistrict Baoan

District No 506 Building A4 Haibinhuayuan Qianjin 1st Road, Shenzhen Guangdong 518101 CN. UNIQUE2U has disclosed shzoria@gmail.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

aa. Defendant **ShenZhen ManManLi Cosmetics Limited** *dba*

NMKL38 is a Chinese entity with listed offices at: Room 401, ShenPin District LongXi Road No58, LongChen Street LongGang, ShenZhen, GuangDong 518100 CN. NMKL38 has disclosed TM@sellergrowth.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

bb. Defendant **DONGGUAN TATUO NETWORK**

TECHNOLOGY Co., Ltd. *dba* Deskoti *and dba* Tatuo US is a Chinese entity with listed offices at: Room 2610B, Aoxinya Building, No. 2030, Caitian South Road, Fushan Community, Futian Street, Shenzhen, Futian district, Guangdong Province 518000 CN. Tatuo US has disclosed linda.lei@getechlaw.com and general@getechlaw.com as correspondence emails with the USPTO and, on information and belief, would thus receive electronic notice at these addresses.

cc. Defendant **yiqingguan dianzishangwu youxiangongsi** *dba*

ECLEAR is a Chinese entity with listed offices at: Building 1, 106 Fengze East Road, X1301-E1243, Guangzhou City, Nansha District, Guangdong Province 512000 CN.

dd. Defendant **Shenzhenshi Aodawo Shangmaoyouxiangongsi** *dba*

Audab Store is a Chinese entity with listed offices at: liutangshequ baominerlu

25hao yanisidasha B201, baoanqu xixiangjiedao, Shenzhen Shi, Guangdong sheng 518000 CN. Audab Store has disclosed jetstile168@outlook.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

ee. Defendant **Shenzhen Aoshang Technology Co., Ltd.** *dba* shenzhenshiaoshangkejiyouxiangongsi *and dba* Aoshang is a Chinese entity with listed offices at: qilinluerxiang6hao903, bantianjiedaonankeshequ, longgang, Shenzhen 518129 CN. Aoshang has disclosed hni@nilawfirm.com and shu20170713@outlook.com as correspondence emails with the USPTO and, on information and belief, would thus receive electronic notice at these addresses.

ff. Defendant **Wuhan Xiaqi Technology Co., Ltd.** *dba* Vikerer *and dba* Vikerer-US is a Chinese entity with listed offices at: Room A2-11-05, 2nd Floor, Comprehensive Building, Guannan Science and Technology Industrial Park, Wuhan, East Lake New Technology Development Zone, Hubei Province 430070 CN. Vikerer has disclosed support@vikerer.com, bettrue@cn-ip.cn, and trademark@cn-ip.cn as correspondence emails with the USPTO and, on information and belief, would thus receive electronic notice at these addresses.

gg. Defendant **Dequan Yu** *dba* MuOu is a Chinese entity with listed offices at: SituanTown PinggangRoad883-885, 3440 Fengxian, Shanghai 201499 CN.

hh. Defendant **Guizhoukaiyihaobangongjiajuyouxiangongsi** *dba* FVFGB is a Chinese entity with listed offices at: 4th Floor, Building 4, Quansen

Mahogany Creative Park, No. 4 Jingnan Road, Buji Street (411-Kaiyihao, Guizhou) Shenzhen, Longgang District, Guangdong Province 518000 CN.

ii. Defendant **Wang Yue Xia dba** Tophoolink is a Chinese entity with listed offices at:

baoanquxixiangjiedaobaoandadao5010haoxibuguiguBzuoerlouM227, Shenzhen, Guangdong, 518101 CN.

jj. Defendant **Guangzhou Huiqi Trading Co., Ltd. dba** GuangzhouHuiqimaoyiyouxiangongsi *and dba* Amaoz is a Chinese entity with listed offices at: 2 Hao 13 Xiang Gangwei Xincun Shapu Xintang Zhen, Zengcheng, Guangzhou, Guangdong 511338 CN. Amaoz has disclosed [trademark y@newimmi.com](mailto:y@newimmi.com) as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

kk. Defendant **GuangZhou ShiDe Trade Company Limited dba** Beuniar is a Chinese entity with listed offices at: No.4 of Room 202, Building 1, NO.87 Dongpu DaMa Road TianHe, NO.87 Dongpu DaMa Road TianHe District, GuangZhou GuangDong 510000 CN. Beuniar has disclosed 2339161739@qq.com and 2339161739@qq.com as correspondence emails with the USPTO and, on information and belief, would thus receive electronic notice at these addresses.

ll. Defendant **ShenZhen GuoHao Technology Development Co., Ltd. dba** Eyxformula is a Chinese entity with listed offices at: 202, Building 9, Dongwu Industrial Plant, Shenzhen, Songhe Community Guangdong 518109 CN. Eyxformula has disclosed 2226109773@qq.com, 2850712070@qq.com, and

2853277606@qq.com as correspondence emails with the USPTO and, on information and belief, would thus receive electronic notice at these addresses.

mm. Defendant **Guangzhou Dixian Garment Co., Ltd** *dba* Latibell is a Chinese entity with listed offices at: Room506, No. 8, Jiangxiabeizhong Road, Huangshijie, Baiyun District, Guangzhou, Guangdong 510000 CN. Latibell has disclosed ip@afnlegal.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

nn. Defendant **GuTeng technology Co,Ltd** *dba* Angnya Nails is a Chinese entity with listed offices at: Hong Gu Tan New World Trade Road 168, Riverside Villa 6 # underground commercial buildings Room 02, Nanchang Jiangxi 330038 CN.

oo. Defendant **Shenzhen Shi Hongbisheng Ke Ji You Xian Gong Si** *dba* TEOYALL is a Chinese entity with listed offices at: Fu Tian Qu Nan Yuan Jie Dao, Fu Xing Lu Da Men Fang 55 Dong 604, Shenzhen, Guangdong, 518033 CN. TEOYALL has disclosed memorytechcenter@hotmail.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

pp. Defendant **Dongguanshijieshimeidianzikejiyouxiangongsi** *dba* COSITTE is a Chinese entity with listed offices at: Room 486, No. 8, Hongyuan Road, Dongguan city, Nancheng Jiedao, Guangdong Province 523087 CN. COSITTE has disclosed liu.trademarks@gmail.com and zxy_ip@outlook.com as correspondence emails with the USPTO and, on information and belief, would thus receive electronic notice at these addresses.

qq. Defendant **Liaocheng Kangyue Trading Co., Ltd.** *dba* Kang Yue Trading0 is a Chinese entity with listed offices at: xiangjiangguangcaidashichangjinhaidongsanjie54hao, jinhaidongsanjie54hao, dongchangfuquguloujiedaobanshichu, shandongshengliaochengshi 252000 CN.

rr. Defendant **Hefei hongteng wangluo keji you xian gong si** *dba* Mooerca US is a Chinese entity with listed offices at: shushanqu wang jiang xi lu yin xiang xi hu hua yuan, xi zu tuan 2-2127shi, He Fei, An Hui 230000 CN. Mooerca US has disclosed trademarks@branding-law.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

ss. Defendant **Shenzhenshi Fuheng E-commerce Co., Ltd** *dba* Shenzhenshi Fuheng Dian Zi Shangwu Youxian Gongsi *and dba* Noverlife is a Chinese entity with listed offices at: Longgangqu Bujijiedao Nansanshequ, Jiezhenglu 23 Hao Zhanjiangyijian Sushelou 506, Shenzhenshi, Guangdong 510000 CN. Noverlife has disclosed memorytechcenter@hotmail.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

tt. Defendant **Yiwu Jingqiao Technology Co., Ltd.** *dba* JQiao is a Chinese entity with listed offices at: Room 510, Building A9, No. 588, Chunhua Road, Yiwu City, Beiyuan Jiedao Zhejiang Province 322000 CN.

uu. Defendant **Pujiang Ruiyi Hardware Tools Co., Ltd.** *dba* AILIPU is a Chinese entity with listed offices at: No. 8 Wanning Road, Lantang Industrial Zone, Baima Town, Jinhua, Zhejiang 322205 CN. AILIPU has disclosed

memorytechcenter@hotmail.com as a correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

vv. Defendant **Shenzhen Yingshihong Electronic Technology Co., Ltd.** *dba* Henry & Helen is a Chinese entity with listed offices at: 801, Floor 8, Jinxiang Dushi Huayuan, Qingshuihe Street, Luohu District, ShenZhen City, Guangdong Province 518000 CN.

ww. Defendant **Shenzhenshi Peiyun Keji Youxiangongsi** *dba* Yuntop is a Chinese entity with listed offices at: Room 406, 4th Floor, Building A, Freetech Park, 393 Jihua Road, Shenzhen, Longgang District, Guangdong Province, 518129 CN. Yuntop has disclosed jmlawchina@gmail.com, zhangariel69@gmail.com, and trademarks@126.com as correspondence emails with the USPTO and, on information and belief, would thus receive electronic notice at these addresses.

xx. Defendant **Zhengding Xian Giaoling Shang Mao You Xian Gong Si** *dba* Qiaoling Trade Co., Ltd. is a Chinese entity with listed offices at: 102, Unit 4, Building 21, Qingxin Garden, Quyang Bridge, Shijiazhuang, Zhengding County, Hebei 050800 CN.

yy. Defendant **Zhongshanshi Xiaomiao Dianzi Shangwu Youxiangongsi** *dba* Afantti US is a Chinese entity with listed offices at: Dongfengzhen Xiaoli Shequ Jiangfenglu, 3 Hao Erlou Zhier, Zhongshan, Guangdong 528425 CN. Afantti has disclosed sirenate@outlook.com as a

correspondence email with the USPTO and, on information and belief, would thus receive electronic notice at this address.

zz. Defendant **Dong Guan Shi Jia Sheng Dian Zi Shang Wu You Xian Gong si** *dba* Jiasheng Direct *and dba* Jiasheng Store is a Chinese entity with listed offices at: dao jiao zhen xin chong bian lu er xiang, 6hao 303fang, Dongguan, Guangdong 523321 CN.

aaa. Defendant **Huizhou YLTD Logistics Technology Co., Ltd.** *dba* Love Lifes is a Chinese entity with listed offices at: 1st floor,building e,haiyanyulan garden,dashihu,henan bank, Dashihu, Henanan,Huicheng, Huizhou, Guangdong 516001 CN.

bbb. Defendant **yiwushioumeidianzishangwuyouxiangongsi** *dba* Nail SF is a Chinese entity with listed offices at: 5th Floor, Block D, True Love Science and Technology Park, No. 8 Liuhe Road, Yiwu City, Beiyuan Jiedao, Zhejiang Province 322000 CN.

ccc. Defendant **Nanjingqianroubuliaoyouxiangongsi** *dba* Yinglong US is a Chinese entity with listed offices at: Shenzhen Shiluohuqudongmenjiedao, Wenjingzhonglulianxingdashananzuo809, Shenzhen, Guangdong 518000 CN.

5. **Does 1-50** are fictitious designations for unauthorized manufacturers, distributors, suppliers, wholesalers, retailers, and vendors infringing on Plaintiff's patents whose true names are currently unknown to the Plaintiff.

NATURE OF THE ACTION

6. This is a civil action for infringement under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*

7. Defendants have and continue to infringe Plaintiff's U.S. Patent No. 10/308,005, U.S. Patent No. 10/675,852, U.S. Patent No. 10/967,625, U.S. Patent No. D867,838, and U.S. Patent No. D867,839 (collectively, "the Asserted Patents"). Ms. DeFries is the legal owner of the Asserted Patents, which were duly and legally issued by the United States Patent and Trademark Office. Plaintiff seeks injunctive relief and monetary damages.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

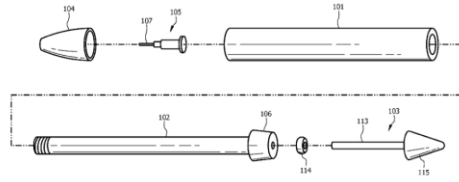
9. Upon information and belief, this Court has personal jurisdiction over each of the Defendants in this action because they have each committed acts within this District giving rise to this action and have established minimum contacts with this forum such that the exercise of jurisdiction over each Defendant would not offend traditional notions of fair play and substantial justice. The Defendants have each committed acts of patent infringement and have regularly and systematically conducted and solicited business in this District by and through at least several theaters in this District.

10. Venue is proper in this District under 28 U.S.C. § 1391 since the Defendants conduct business in this District and a substantial portion of the events or omissions giving rise to this action occurred in this District.

FACTUAL BACKGROUND

A. Plaintiff's Asserted Patents

11. On June 4, 2019, Plaintiff registered patent no. 10/308,005, titled "Double Ended Hand Tool" comprising 11 claims embodying a tool for picking up and manipulating small items such as flatback crystals or gems, and visualized as follows:



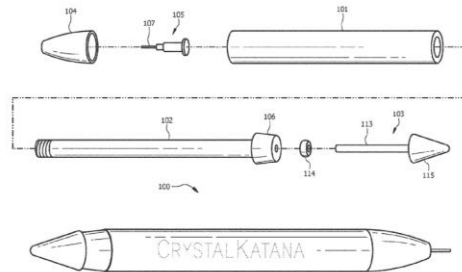
12. On November 26, 2019, Plaintiff registered patent no. D867,838 titled “Double Ended Hand Tool” 1 claim for the following design:



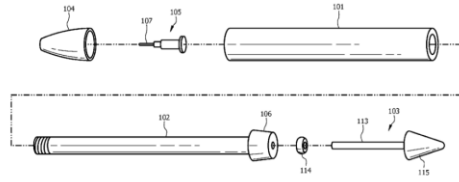
13. On November 26, 2019, Plaintiff registered patent no. D867,839 titled “Double Ended Hand Tool” 1 claim for the following design:



14. On June 9, 2020, Plaintiff registered patent no. 10/675,852, titled “Double Ended Hand Tool” comprising 3 claims embodying a tool for picking up and manipulating small items such as flatback crystals or gems, and visualized as follows:



15. On April 6, 2021, Plaintiff registered patent no. 10/967,625, titled “Double Ended Hand Tool” comprising 9 claims embodying a tool for picking up and manipulating small items such as flatback crystals or gems, and visualized as follows:



B. Defendants' Infringing Products

16. On information and belief, each of the Defendants, individually and collectively, sell infringing products by utilizing the platform(s) of Amazon.com, Inc. via one or more of the following ASIN Numbers:

B076M1F81T	B07PH6GN8C	B082V4QG5H	B08HLTZKN1
B07796TC9F	B07PKBLWT4	B0833TGBQ2	B08HLV796T
B077GNC8FT	B07PVHGTTP	B08521M3QM	B08HLW4HZJ
B077RT9DXL	B07PWC7VK3	B08521W3G5	B08HVG6XW9
B078W6DMZT	B07PXHLNQ4	B08522HBBZ	B08LBL4JMG
B079GQR1SS	B07PXN5HQ2	B08522TSDN	B08LPR3JKS
B07BK1TMH4	B07QR976Z9	B085RQKWNF	B08P5GRW7Y
B07BXFSC87	B07R6GFT2V	B0872QYJGX	B08QSBC7PS
B07BXGBV5L	B07RBSRJG2	B087BSTQ7J	B08RBLFH17
B07C2TCZHH	B07SGXC3NM	B087QMK895	B08SJ1GNNC
B07CC9HZH9	B07T47PXZC	B088NTNLT1	B08XXZL83D
B07CNF6FB1	B07T58RX7T	B08B34P513	B08Z8GSSMT
B07CWB7YFX	B07T5CRGHR	B08B37BVLC	B08Z8JQ16X
B07D6HQDXX	B07T65M5S5	B08BC8RJHW	B08Z8KW164
B07DTB2CBR	B07T7DJ1FV	B08BCQ4PGZ	B08Z9K7WGW
B07F1KTLRH	B07T7FNB9J	B08BLRZVBV	B08ZHJG3P2
B07GSPX1HL	B07TVCRLSB	B08CXKJ7TQ	B0912H7RB2
B07HQ5NXC9	B07WNT6SDW	B08CZJD4T9	B091KWY4NB
B07JLHZJDS	B07WNT7K73	B08CZTBWLN	B091KZPD17
B07KCRGZBN	B07WNT7LDS	B08D67VZYC	B091L2MM53
B07L2RGPSW	B07WRNSHD3	B08F3PBK73	B092ZTXX7X
B07M6FSQLG	B07WTSP2WH	B08FC4WPSV	B092ZWDVVJ
B07MDRVFD3	B07WVRWMHN	B08FSJSLFG	B092ZX12MR
B07NPBM1JN	B07X632YLD	B08FTBZG36	B093FD2KV1
B07NW9QD9Q	B07XHJC2M8	B08G8Q56DD	B093H1LCTH
B07P5NG3HP	B07YD25H1F	B08GJZBPZK	B093WXZD3F
B07P6G7356	B07Z37PPBV	B08HLS49D5	B094CYDMSC
B07PC1GCD4	B081CTMWX5	B08HLSKZM5	B09CFRDB91
B07PF3VR79	B0827VWDS9	B08HLSYQ4T	

17. Only jurisdictional discovery to Amazon.com, Inc. can reasonably identify the proper identities and contact information for each seller of the above referenced ASIN Nos. Accordingly, Plaintiff files with this petition a motion for jurisdictional discovery of the same.

18. Further, to the extent any Defendant herein challenges personal jurisdiction, only jurisdictional discovery to Amazon.com, Inc. can reasonably identify the amount of that Defendant's sales in Texas for the purpose of determining this Court's personal jurisdiction over that Defendant. Plaintiff reserves any motion to discovery such information pending a jurisdictional challenge.

19. Nevertheless, Plaintiff hereby summarizes its business records—attached herein as Exhibit F—as to the above referenced ASIN Nos., as follows:

Defendant / Entity	ASIN	Price	Estimated Monthly Volume	Estimated Monthly Cost of Infringement
Subay Direct	B0827VWDS9	\$ 8.98	7409	\$ 66,532.82
	B08XBG4Z46	\$ 14.28	15	\$ 214.20
	B08V5MNQR7	\$ 40.99	30	\$ 1,229.70
HiMo Direct	B07NPBM1JN	\$ 5.99	3117	\$ 22,567.08
	B08CZJD4T9	\$ 9.99		
	B094CZ4F3Z	\$ 6.99		
	B094CYDMSC	\$ 5.99		
Onwon	B07WVRWMHN	\$ 5.98	256	\$ 1,530.88
	B07WTSP2WH	\$ 5.98	20	\$ 119.60
	B07WRNSHD3	\$ 5.78	381	\$ 2,202.18
	B07WNT7K73	\$ 5.98	30	\$ 179.40
	B07WNT7LDS	\$ 7.98	30	\$ 239.40
	B07WNT6SDW	\$ 5.98	0	\$ -
	B07PH6GN8C	\$ 5.98	99	\$ 592.02
	B07PKBLWT4	\$ 5.98		
	B07PF3VR79	\$ 5.98		
Winsocool	B07CWB7YFX	\$ 12.99	201	\$ 2,610.99
Honey Joy Beauty & Health	B076M1F81T	\$ 7.99	Unknown	Unknown
	B07C2TCZHH	\$ 5.99		
Honoson	B07T47PXZC	\$ 8.99	33	\$ 296.67
UNIQUE2U	B07MDRVFD3	\$ 4.58	120	\$ 591.90
	B07M6FSQLG	\$ 4.58		
	B082V4QG5H	\$ 4.58		
	B08B34P513	\$ 5.99		
NMKL38	B07D6HQDXX	\$ 13.56	47	\$ 351.18

Defendant / Entity	ASIN	Price	Estimated Monthly Volume	Estimated Monthly Cost of Infringement
	B07F1KTLRH	\$ 5.95		
	B07GSPX1HL	\$ 5.95		
	B07796TC9F	\$ 5.95		
	B078W6DMZT	\$ 5.95		
ANGNYA-US	B079GQR1SS	\$ 6.69	165	\$ 1,128.60
	B09JRP MJDS	\$ 6.99		
Tatuo US	B091L2MM53	\$ 8.59	3874	\$ 33,999.19
	B091KWY4NB	\$ 8.59		
	B091KZPD17	\$ 9.59		
Deskoti	B07T7FNB9J	\$ 7.99		
	B07T7DJ1FV	\$ 8.75		
	B07HQ5NXC9	\$ 8.72		
	B07PC1GCD4	\$ 7.99		
	B07T58RX7T	\$ 9.99		
	B07T5CRGHR	\$ 8.99		
ECLEAR	B08FC4WPSV	\$ 7.99	250	\$ 1,997.50
Audab Store	B07QR976Z9	\$ 13.99	179	\$ 2,504.21
Aoshang	B08F3PBK73	\$ 4.49	977	\$ 4,386.73
Vikerer	B08CZTBWLN	\$ 8.99	3571	\$ 34,781.54
	B098S47LTN	\$ 9.99		
	B08D3RWNZ7	\$ 9.99		
	B098RY8S18	\$ 9.99		
wishes ins	B07PXN5HQ2	\$ 5.98	97	\$ 580.06
	B08D67VZYC	\$ 5.98		
	B088NTNLT1	\$ 5.98		
	B08HVG6XW9	\$ 5.98		
TCsupply	B08G8Q56DD	\$ 8.99	710	\$ 6,382.90
	B09CFRDB91	\$ 8.99	408	\$ 3,667.92
	B09CFRDB91	\$ 8.99	141	\$ 1,267.59
MuOu	B081CTMWX5	\$ 6.99	Unknown	Unknown
FVFGB	B08BCQ4PGZ	\$ 5.99	133	\$ 796.67
Vikerer-US	B07X632YLD	\$ 13.99	189	\$ 2,644.11
Tophoolink	B07SGXC3NM	\$ 10.99	544	\$ 5,978.56
SEI Boutique	B08GJZBPZK	\$ 8.89	2325	\$ 20,669.25
zhouyanghao	B08QSBC7PS	\$ 8.14	45	\$ 366.30
SKD-US	B08BC8RJHW	\$ 6.59	183	\$ 1,205.97
	B08BC8RJHW	\$ 6.99	171	\$ 1,195.29

Defendant / Entity	ASIN	Price	Estimated Monthly Volume	Estimated Monthly Cost of Infringement
Queek	B08FTBZG36	\$ 5.98	214	\$ 1,387.79
	B08FSJSLFG	\$ 6.99		
CHAOYUES	B08521W3G5	\$ 6.10	Unknown	Unknown
	B08521M3QM	\$ 6.10		
	B08522TSDN	\$ 6.10		
	B08522HBBZ	\$ 6.10		
Amaoz	B07P6G7356	\$ 17.99	1744	\$ 31,374.56
Beuniar	B08BL6GP47	\$ 9.99	30	\$ 299.70
eyxformula	B07NW9QD9Q	\$ 9.99	244	\$ 2,437.56
wall funny	B08C7WNNGT	\$ 7.99	90	\$ 719.10
LATIBELL	B093FHVY8G	\$ 38.98	48	\$ 1,871.04
Ownsig	B07JQ81HM2	\$ 6.23	86	\$ 535.78
ANGNYA NAILS	B07V42WKQZ	\$ 8.99	21	\$ 188.79
TEOYALL	B08P5GRW7Y	\$ 5.49	681	\$ 3,568.44
	B092ZWDVVJ	\$ 5.49		
	B092ZTXX7X	\$ 5.49		
	B092ZX12MR	\$ 4.49		
Yokilly Beauty	B08LPR3JKS	\$ 7.99	836	\$ 6,679.64
COSITTE	B0953JYF7Y	\$ 11.98	679	\$ 8,134.42
Kang Yue Trading0	B08LBL4JMG	\$ 9.59	266	\$ 2,550.94
Mooerca US	B093H1LCTH	\$ 7.99	231	\$ 1,845.69
Noverlife	B09JP1SX6C	\$ 23.99	115	\$ 2,854.68
	B09FXSC3B3	\$ 23.99		
	B09FXV1R6L	\$ 25.99		
	B09JVHNB MJ	\$ 24.99		
	B09FXS9H8D	\$ 25.99		
	B09FXSH9Z6	\$ 23.99		
IQiao	B09NPGM4W5	\$ 35.99	390	\$ 14,036.10
	B09NPJ8NTN	\$ 35.99		
	B09NPHRYHC	\$ 35.99		
	B09NPJN9BB	\$ 35.99		
	B09NPHRMRI	\$ 35.99		
AILIPU	B096L2DKCV	\$ 24.99	1758	\$ 43,932.42
Henry & Helen	B084KM9LP7	\$ 8.79	287	\$ 2,522.73
yuntop	B092M3YTPZ	\$ 6.47	34	\$ 219.98
Qiaoling Trade Co.,Ltd	B08M9SMFYP	\$ 4.99	243	\$ 1,212.57
	B08MX6MLTB	\$ 4.99		

Defendant / Entity	ASIN	Price	Estimated Monthly Volume	Estimated Monthly Cost of Infringement
Afantti US	B0912H7RB2	\$ 11.99	109	\$ 1,306.91
Jiasheng Direct	B08CXKJ7TQ	\$ 5.99	154	\$ 922.46
Love Lifes	B095BYWGM6	\$ 32.99	156	\$ 5,146.44
Nail SF	B09G2RTJVK	\$ 6.89	956	\$ 6,650.57
	B09DFYBG57	\$ 6.99		
	B09DFZ1PPM	\$ 6.99		
	B09HBBM1GK	\$ 6.99		
	B09HB8BBHW	\$ 6.99		
	B09HBRZ8HN	\$ 6.99		
	B09HBFN7KZ	\$ 6.99		
	B09JBJTFR4	\$ 6.89		
	B09JBJC6G8	\$ 6.89		
nanjingqianroubuliaoyouxiangongsi	B07L2RGPSW	\$ 6.99	124	\$ 866.76
DOES 1-50	B07DTB2CBR	Unknown	Unknown	Unknown
	B07R6GFT2V			
	B0833TGBQ2			
	B07BK1TMH4			
	B07T65M5S5			
	B077RT9DXL			
	B07Z37PPBV			
	B07P5NG3HP			
	B07PXHLNQ4			
	B07PVHGTTP			
	B07PWC7VK3			
	B085RQKWNF			
	B077GNC8FT			
	B07XHJC2M8			
	B087QMK895			
	B08SJ1GNNC			
	B07CNF6FB1			
	B07KCRGZBN			
	B07RWB3JR7			
	B08G4LGVJZ			
	B07CC9HZH9			
TOTALS:		35,261 per month	\$ 364,210.34 per month	

20. Exhibit G to this Complaint comprises internet evidence establishing the Amazon.com listings of all named Defendants, from which Plaintiff specifically alleges the following:

a. On information and belief, Defendant **MSB Trade Inc.** currently sells approximately 46 infringing units per month for approximately \$872.62 via Amazon ASIN No. B08B37BVLC. On information and belief, MSB Trade Inc. has been selling infringing units in Texas since approximately June 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



b. On information and belief, Defendant **JIARUI_US** currently sells approximately 2589 infringing units per month for approximately \$22,135.95 via Amazon ASIN Nos. B08CZJD4T9, B094CYDMSC, B07NPBM1JN, and B08CZJD4T9. The following screenshot from Exhibit G shows the Defendant's infringing product:



c. On information and belief, Defendant **Shenzhen Xiruiya Technology Inc.** currently sells approximately 8 infringing units per month for approximately \$55.60 via Amazon ASIN Nos. B07CNF6FB1 and B07KCRGZBN. On information and belief, Xiruiya Technology Inc. has been selling infringing units in Texas since approximately June 2018.

The following screenshot from Exhibit G shows the Defendant's infringing product:



d. On information and belief, Defendant **Guangzhou Yun He Trading Ltd.** currently sells infringing units via Amazon ASIN Nos. B076M1F81T and B07C2TCZHH. On information and belief, Guangzhou Yun He Trading Ltd. has been selling infringing units in Texas since approximately November 2017. The following screenshot from Exhibit G shows the Defendant's infringing product:



e. On information and belief, Defendant **SEI Boutique LLC** currently sells approximately 904 infringing units per month for approximately \$8,126.96 via Amazon ASIN No. B08GJZBPZK. On information and belief, SEI Boutique, LLC. has been selling infringing units in Texas since approximately October 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



f. On information and belief, Defendant **Qingdao Haifusheng Commercial and Trading Co., Ltd.** currently sells infringing units via Amazon. On information and belief, SEI Boutique, LLC. has been selling infringing units in Texas since approximately October 2020.

g. On information and belief, Defendant **Hefeninxiongshangmaoyouxiangongsi** currently sells infringing units via Amazon ASIN No. B08QSBC7PS. On information and belief, Zhouyanghao has been selling infringing units in Texas since approximately May 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



h. On information and belief, Defendant **Shenzhenshixinqitongdianzishangwuyouxiangongsi** currently sells approximately 63 infringing units per month for approximately \$415.17 via Amazon ASIN No. B08QSBC7PS. The following screenshot from Exhibit G shows the Defendant's infringing product:



i. On information and belief, Defendant **Liaochengshichaoyueshangmaoyouxiangongsi** currently sells infringing units via Amazon ASIN No. B08521W3G5, B08521M3QM, B08522TSDN, and B08522HBBZ. On information and belief, CHAOYUES has been selling infringing units in Texas since approximately May 2021. The following screenshot from Exhibit G shows

the Defendant's infringing product:



j. On information and belief, Defendant **Jiangxi Pengxian Shiye Co.** currently sells approximately 30 infringing units for approximately \$200.70 per month via Amazon ASIN No. B07XHJC2M8 and B093FD2KV1. On information and belief, Jiangxi Pengxian Shiye Co. has been selling infringing units in Texas since approximately May 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



k. On information and belief, Defendant **Pujiang Qiaoqiao Crystal Ltd.** currently sells approximately 223 infringing units for approximately \$1,781.77 per month via Amazon ASIN No. B093WXZD3F. On information and belief, Pujiang Qiaoqiao Crystal Ltd. has been selling infringing units in Texas since approximately July 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



l. On information and belief, Defendant **Nanjing Good Stone Sink Decoration Engineering Co.** currently sells approximately 202 infringing units for approximately \$1,613.98 per month via Amazon ASIN No.

B08ZHJG3P2. On information and belief, Nanjing Good Stone Sink Decoration Engineering Co. has been selling infringing units in Texas since approximately July 2021.

m. On information and belief, Defendant

Shenzhenbaishenghongchangmaoyiyouxiangongsi currently sells approximately 45 infringing units per month for approximately \$582.75 per month via Amazon ASIN No. B08BLRZVBV. On information and belief, MissDeer-US has been selling infringing units in Texas since approximately March 2021.

n. On information and belief, Defendant **Shenzhen Baisite Network Technology Co. Ltd.** currently sells approximately 15 infringing units for approximately \$104.85 per month via Amazon ASIN No. B07JLHZJDS. On information and belief, Shenzhen Baisite Network Technology Co. Ltd. has been selling infringing units in Texas since approximately November 2018. The following screenshot from Exhibit G shows the Defendant's infringing product:



o. On information and belief, Defendant Shenzhenshi Honghaodianzishangwuyouxiangongsi currently sells approximately 447 infringing units per month for approximately \$7.99 per month via Amazon ASIN No. B08LPR3JKS. On information and belief, Yokilly Beauty has been selling infringing units in Texas since approximately November 2020. The following screenshot from Exhibit G shows the Defendant's

infringing product:



p. On information and belief, Defendant

ShenZhenShiJiHengDianZiShangWu Co. Ltd. currently sells

approximately 30 infringing units for approximately \$943.95 per month

via Amazon ASIN No. B09CFRDB91. On information and belief,

ShenZhenShiJiHengDianZiShangWu Co. Ltd. has been selling infringing

units in Texas since approximately August 2021. The following screenshot

from Exhibit G shows the Defendant's infringing product:



q. On information and belief, Defendant **Xuqian Xu** currently sells

infringing units via Amazon ASIN No. B07YD25H1F. On information

and belief, Xuqian Xu has been selling infringing units in Texas since

approximately October 2019. The following screenshot from Exhibit G

shows the Defendant's infringing product:



r. On information and belief, Defendant **SHEN ZHEN SHI XIN JI**

HONG KE JI YOU XIAN GONG SI currently sells approximately 40

infringing units for approximately \$399.60 per month via Amazon ASIN

No. B08XXZL83D. On information and belief, Ultevy has been selling

infringing units in Texas since approximately March 2021. The following

screenshot from Exhibit G shows the Defendant's infringing product:



s. On information and belief, Defendant **Shenzhen YOUZEN Commerce Co. Ltd.** currently sells approximately 45 infringing units for approximately \$269.55 per month via Amazon ASIN No. B07TVCRLSB. On information and belief, Shenzhen YOUZEN Commerce Co. Ltd. has been selling infringing units in Texas since approximately February 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



t. On information and belief, Defendant **Jiu Quan Lan Xin Shang Mao You Xian Gong Si** currently sells approximately 19 infringing units for approximately \$189.81 per month via Amazon ASIN No. B08RBLFH17. On information and belief, Jiu Quan Lan Xin Shang Mao You Xian Gong Si has been selling infringing units in Texas since approximately July 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



u. On information and belief, **HE SIYING** currently sells approximately 30 infringing units for approximately \$239.4 per month via Amazon ASIN No. B08RBLFH17. On information and belief, HE SIYING has been selling infringing units in Texas since approximately March 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



v. On information and belief, Defendant **Gao YongXue** currently sells approximately 30 infringing units for approximately \$239.7 per month via Amazon ASIN No. B08HLTZKN1, B08HLSKZM5, B08HLS49D5, B08HLV796T, B08HLW4HZJ, B08HLSYQ4T. On information and belief, Gao YongXue has been selling infringing units in Texas since approximately November 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



w. On information and belief, Defendant **Yueqing Ogrgy International Trade Co. Ltd.** currently sells infringing units via Amazon ASIN No. B087BSTQ7J. On information and belief, Yueqing Ogrgy International Trade Co. Ltd. has been selling infringing units in Texas since approximately October 2021.

On information and belief, Defendant **HiMo Direct** sells approximately 12,468 infringing units per month for approximately \$90,268.32 via Amazon ASIN Nos. B07NPBM1JN, B08CZJD4T9, B094CZ4F3Z, and B094CYDMSC. On information and belief, HiMo Direct has been selling infringing units in Texas since approximately August 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



x. On information and belief, Defendant **Onwon** sells approximately 758 infringing units per month for approximately \$72,570.24 via Amazon ASIN Nos. B07WVRWMHN, B07WTSP2WH, B07WRNSHD3, B07WNT7K73, B07WNT7LDS, B07WNT6SDW, B07PH6GN8C, B07PKBLWT4, and B07PF3VR79. On information and belief, Onwon has been selling infringing units in Texas since approximately October 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



y. On information and belief, Defendant **Winskysea** has been selling infringing units in Texas since approximately June 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



z. On information and belief, Defendant **Honey Joy Beauty & Health** has sold infringing units via Amazon ASIN Nos. B076M1F81T and B07C2TCZHH. On information and belief, Defendant Honey Joy Beauty & Health has been selling infringing units in Texas since approximately November 2017. The following screenshot from Exhibit G shows the Defendant's infringing product:



aa. On information and belief, Defendant **Honoson** sells approximately 33 infringing units per month for approximately \$296.67 via Amazon ASIN Nos. B07T47PXZC ASINs. On information and belief, Honoson has been selling infringing units in Texas since approximately July 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



bb. On information and belief, Defendant **UNIQUE2U** sells approximately 480 infringing units per month for approximately \$2367.60 via Amazon ASIN Nos. B07MDRVFD, B07M6FSQLG, B082V4QG5H,

and B08B34P513. On information and belief, UNIQUE2U has been selling infringing units in Texas since approximately February 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



cc. On information and belief, Defendant **NMKL38** sells approximately 235 infringing units per month for approximately \$1,755.92 via Amazon ASIN Nos. B07D6HQDXX, B07F1KTLRH, B07GSPX1HL, B07796TC9F, and B078W6DMZT. On information and belief, NMKL38 has been selling infringing units in Texas since approximately July 2018. The following screenshot from Exhibit G shows the Defendant's infringing product:



dd. On information and belief, Defendant **Tatuo US** sells approximately 58,125 infringing units per month for approximately \$272128.39 via Amazon ASIN Nos. B07T7FNB9J, B07T7DJ1FV, B07HQ5NXC9, B091L2MM53, B091KWY4NB, B091KZPD17, B07PC1GCD4, B07T58RX7T, and B07T5CRGHR. On information and belief, Tatuo US has been selling infringing units in Texas since approximately October 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



ee. On information and belief, Defendant **ECLEAR** sells approximately 250 infringing units per month for approximately \$1997.50 via Amazon ASIN Nos. B08FC4WPSV. On information and belief, ECLEAR has been selling infringing units in Texas since approximately February 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



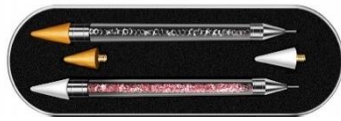
ff. On information and belief, Defendant **Audab Store** sells approximately 250 infringing units per month for approximately \$2,504.21 via Amazon ASIN Nos. B07QR976Z9. On information and belief, Audab Store has been selling infringing units in Texas since approximately May 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



gg. On information and belief, Defendant **Aoshang** sells approximately 977 infringing units per month for approximately \$4,386.73 via Amazon ASIN Nos. B08F3PBK73. On information and belief, Aoshang has been selling infringing units in Texas since approximately August 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



hh. On information and belief, Defendant **Vikerer** sells approximately 14,473 infringing units per month for approximately \$141,770.27 via Amazon ASIN Nos. B08CZTBWLN, B098S47LTN, B08D3RWNZ7, B098RY8S18, and B07X632YLD. On information and belief, Vikerer has been selling infringing units in Texas since approximately August 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



ii. On information and belief, Defendant **MuOu** has sold infringing units via Amazon ASIN No. B081CTMWX5. On information and belief, MuOu has been selling infringing units in Texas since approximately September 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



jj. On information and belief, Defendant **FVFGB** sells approximately 133 infringing units per month for approximately \$796.67 via Amazon ASIN Nos. B08BCQ4PGZ. On information and belief, FVFGB has been selling infringing units in Texas since approximately July 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



kk. On information and belief, Defendant **Tophoolink** sells approximately 544 infringing units per month for approximately \$5,978.56 via Amazon ASIN Nos. B07SGXC3NM. On information and belief, Tophoolink has been selling infringing units in Texas since approximately June 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



ll. On information and belief, Defendant **Amaoz** sells approximately 1744 infringing units per month for approximately \$31,374/56 via Amazon ASIN Nos. B07P6G7356. On information and belief, Amaoz has been selling infringing units in Texas since approximately April 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



mm. On information and belief, Defendant **Beuniar** sells approximately 30 infringing units per month for approximately \$299.70 via Amazon ASIN Nos B08BL6GP47. On information and belief, Beuniar has been selling infringing units in Texas since approximately September 2020. The following screenshot from Exhibit G shows the Defendant's infringing product:



nn. On information and belief, Defendant **Exyformula** sells approximately 244 infringing units per month for approximately \$2437.56 via Amazon ASIN Nos. B07NW9QD9Q. On information and belief, Exyformula has been selling infringing units in Texas since approximately April 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



oo. On information and belief, Defendant **Latibell** sells approximately 48 infringing units per month for approximately \$1871.04 via Amazon ASIN Nos. B093FHVY8G. On information and belief, Latibell has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



pp. On information and belief, Defendant **Angnya Nails** sells approximately 330 infringing units per month for approximately \$188.79 via Amazon ASIN Nos. B07V42WKQZ. On information and belief, Angnya Nails has been selling infringing units in Texas since approximately February October 2019. The following screenshot from Exhibit G shows the Defendant's infringing product:



qq. On information and belief, Defendant **TEOYALL** sells approximately 2,724 infringing units per month for approximately

\$14,273.76 via Amazon ASIN Nos. B08P5GRW7Y, B092ZWDVVJ, B092ZTXX7X, and B092ZX12MR. On information and belief, TEOYALL has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



rr. On information and belief, Defendant **COSITTE** sells approximately 679 infringing units per month for approximately \$8134.42 via Amazon ASIN Nos B0953JYF7Y. On information and belief, COSITTE has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



ss. On information and belief, Defendant **Kang Yue Trading0** sells approximately 266 infringing units per month for approximately \$2550.94 via Amazon ASIN Nos B08LBL4JMG. On information and belief, Kang Yue Trading0 has been selling infringing units in Texas since approximately April 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



tt. On information and belief, Defendant **Mooerca US** sells approximately 231 infringing units per month for approximately \$1845.69

via Amazon ASIN Nos. B093H1LCTH. On information and belief, Mooerca US has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



uu. On information and belief, Defendant **Noverlife** sells approximately 690 infringing units per month for approximately \$17,1288.10 via Amazon ASIN Nos. B09JP1SX6C, B09FXSC3B3, B09FXV1R6L, B09JVHNB MJ, B09FXS9H8D, and B09FXSH9Z6. On information and belief, Noverlife has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



vv. On information and belief, Defendant **JQiao** sells approximately 1950 infringing units per month for approximately \$70,180.50 via Amazon ASIN Nos. B09NPGM4W5, B09NPJ8NTN, B09NPHRYHC, B09NPJN9BB, and B09NPHRMRJ. On information and belief, JQiao has been selling infringing units in Texas since approximately December 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



ww. On information and belief, Defendant **AILIPU** sells approximately 1758 infringing units per month for approximately \$43,932.42 via Amazon ASIN Nos. B096L2DKCV. On information and belief, AILIPU has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



xx. On information and belief, Defendant **Henry & Helen** sells approximately 287 infringing units per month for approximately \$2522.73 via Amazon ASIN Nos. B084KM9LP7. On information and belief, Henry & Helen has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



yy. On information and belief, Defendant **Yuntop** sells approximately 34 infringing units per month for approximately \$219.98 via Amazon ASIN Nos. B092M3YTPZ. On information and belief, Yuntop has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



zz. On information and belief, Defendant **Qiaoling Trade Co., Ltd.** sells approximately 486 infringing units per month for approximately \$2425.14 via Amazon ASIN Nos. B08M9SMFYP, and B08MX6MLTB. On information and belief, Qiaoling Trade Co., Ltd. has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



aaa. On information and belief, Defendant **Afantti US** sells approximately 109 infringing units per month for approximately \$1306.91 via Amazon ASIN Nos. B0912H7RB2. On information and belief, Afantti US has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



bbb. On information and belief, Defendant **Jiasheng Direct** sells approximately 154 infringing units per month for approximately \$922.46 via Amazon ASIN Nos. B08CXKJ7TQ. On information and belief, Jiasheng Direct has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



ccc. On information and belief, Defendant **Love Lifes** sells approximately 486 infringing units per month for approximately \$5146.44 via Amazon ASIN Nos. B095BYWGM6 On information and belief, Love Lifes has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



ddd. On information and belief, Defendant **Nail SF** sells approximately 8.604 infringing units per month for approximately \$59855.16 via Amazon ASIN Nos. B09G2RTJVK, B09DFYBG57, B09DFZ1PPM, B09HBBM1GK, B09HB8BBHW, B09HBRZ8HN, B09HBFN7KZ, B09JBTFR4, and B09JBJC6G8 On information and belief, Nail SF has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G shows the Defendant's infringing product:



eee. On information and belief, Defendant **Yinglong US** sells approximately 124 infringing units per month for approximately \$866.76 via Amazon ASIN Nos. B07L2RGPSW. On information and belief, Yinglong US has been selling infringing units in Texas since approximately October 2021. The following screenshot from Exhibit G

shows the Defendant's infringing product:



**FIRST CAUSE OF ACTION
Infringement of Patent No. 10/308,005**

21. Plaintiff re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs as though fully set forth herein.

22. Ms. DeFries is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 10/308,005 ("the '005 patent"), duly and legally issued by the United States Patent and Trademark Office, including the right to bring this suit for damages. A true and correct copy of the '005 patent is attached hereto as Exhibit A.

23. The '005 patent is valid and enforceable.

24. Defendants have each directly infringed the '005 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods performed by and/or attributable to equipment, and or services that practice one or more claims of the '005 patent, including but not limited to double ended hand tools, and components thereof (herein the "Infringing Products ").

25. As a non-limiting example, Defendants have each infringed claim 1 of the '005 patent. Claim 1 claims as follows—

“A tool for applying items, said tool comprising: a wax tip, and wherein said wax tip is connected to a tubular portion, and wherein said wax tip comprises a conical shape;

- a. wherein said tubular portion is coupled to a first end of a hollow connector, and wherein an applicator is adjacent to a second end of said hollow connector, wherein said applicator comprises a conical extended portion;
- b. wherein said conical extended portion is hollow;
- c. wherein said hollow connector is located inside of a hollow shaft;
- d. an applicator cover which is coupled to said second end of said hollow connector, wherein said applicator cover surrounds said applicator and comprises a hole through which said conical extended portion extends;
- e. wherein said applicator is adjacent to said hollow shaft;
- f. wherein said tool comprises a first distal end opposite a second distal end, and wherein said wax tip is on a first distal end, and wherein conical extended portion is on said second distal end; and
- g. wherein said applicator cover and said conical extended portion are visible when said tool is properly assembled.”

26. On information and belief each Defendant has infringed at least claim 1 of the ‘005 patent through its use of an application tool comprising each element of the claim.

27. On information and belief each Defendant has had actual knowledge of both the Plaintiff’s rights in the ‘005 patent and details of their infringement before the filing date of this Complaint.

28. By reason of each Defendant’s activities, Plaintiff has suffered substantial damages in an amount to be proven at trial. But for each Defendant’s infringement of the ‘005 patent, Plaintiff would either licensed the ‘005 patent to the Defendants or sold them products defined by the ‘005 patent for resale. As a result of each Defendant’s infringement, Plaintiff has

been damaged in an amount equal to the loss of profits that would otherwise have accrued to the Plaintiff from providing its parented product to the Defendants, but in no event less than a reasonable royalty.

**SECOND CAUSE OF ACTION
Infringement of Patent No. D867,838**

29. Plaintiff re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs as though fully set forth herein.

30. Ms. DeFries is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. D867,838 (“the ‘838 patent”), duly and legally issued by the United States Patent and Trademark Office, including the right to bring this suit for damages. A true and correct copy of the ‘838 patent is attached hereto as Exhibit D.

31. The ‘838 patent is valid and enforceable.

32. Defendants have each directly infringed the ‘838 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods performed by and/or attributable to equipment, and or services that practice one or more claims of the ‘838 patent, including but not limited to double ended hand tools, and components thereof (herein the "Infringing Products ").

33. As a non-limiting example, Defendants have each infringed claim 1 of the ‘838 patent. Claim 1 claims as follows—

“The ornamental design for a double ended hand tool, as shown and described.”



34. On information and belief each Defendant has infringed at least claim 1 of the '838 patent through its use of an application tool comprising the ornamental design shown in the claim.

35. On information and belief each Defendant has had actual knowledge of both the Plaintiff's rights in the '838 patent and details of their infringement before the filing date of this Complaint.

36. By reason of each Defendant's activities, Plaintiff has suffered substantial damages in an amount to be proven at trial. But for each Defendant's infringement of the '838 patent, Plaintiff would either licensed the '838 patent to the Defendants or sold them products defined by the '838 patent for resale. As a result of each Defendant's infringement, Plaintiff has been damaged in an amount equal to the loss of profits that would otherwise have accrued to the Plaintiff from providing its parented product to the Defendants, but in no event less than a reasonable royalty.

**THIRD CAUSE OF ACTION
Infringement of Patent No. D867,839**

37. Plaintiff re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs as though fully set forth herein.

38. Ms. DeFries is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. D867,839 ("the '839 patent"), duly and legally issued by the United States Patent and Trademark Office, including the right to bring this suit for damages. A true and correct copy of the '839 patent is attached hereto as Exhibit E.

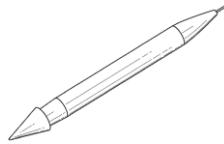
39. The '839 patent is valid and enforceable.

40. Defendants have each directly infringed the '839 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods

performed by and/or attributable to equipment, and or services that practice one or more claims of the '839 patent, including but not limited to double ended hand tools, and components thereof (herein the "Infringing Products ").

41. As a non-limiting example, Defendants have each infringed claim 1 of the '839 patent. Claim 1 claims as follows—

“The ornamental design for a double ended hand tool, as shown and described.”



42. On information and belief each Defendant has infringed at least claim 1 of the '839 patent through its use of an application tool comprising the ornamental design shown in the claim.

43. On information and belief each Defendant has had actual knowledge of both the Plaintiff's rights in the '839 patent and details of their infringement before the filing date of this Complaint.

44. By reason of each Defendant's activities, Plaintiff has suffered substantial damages in an amount to be proven at trial. But for each Defendant's infringement of the '839 patent, Plaintiff would either licensed the '839 patent to the Defendants or sold them products defined by the '839 patent for resale. As a result of each Defendant's infringement, Plaintiff has been damaged in an amount equal to the loss of profits that would otherwise have accrued to the Plaintiff from providing its parented product to the Defendants, but in no event less than a reasonable royalty.

**FOURTH CAUSE OF ACTION
Infringement of Patent No. 10/675,852**

45. Plaintiff re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs as though fully set forth herein.

46. Ms. DeFries is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 10/675,852 (“the ‘852 patent”), duly and legally issued by the United States Patent and Trademark Office, including the right to bring this suit for damages. A true and correct copy of the '852 patent is attached hereto as Exhibit B.

47. The ‘852 patent is valid and enforceable.

48. Defendants have each directly infringed the '852 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods performed by and/or attributable to equipment, and or services that practice one or more claims of the '852 patent, including but not limited to double ended hand tools, and components thereof (herein the "Infringing Products ").

49. As a non-limiting example, Defendants have each infringed claim 1 of the '852 patent. Claim 1 claims as follows—

“A method for making a tool, said method comprising the steps of:

- a. preparing a wax;
- b. melting the wax;
- c. injecting the melted wax into a mold to form a wax portion;
- d. inserting a tubular portion into said wax portion to form a wax tip;
- e. inserting said wax tip into a connector located on the tool

wherein said wax tip is connected to said tubular portion, and wherein said wax tip comprises a conical shape;

wherein said tubular portion is coupled to a first end of said connector, and wherein an applicator is adjacent to a second end of said connector, wherein said applicator comprises a conical extended portion;
wherein said conical extended portion is hollow;
wherein said connector is located inside of a hollow shaft, and wherein said connector is hollow.”

50. On information and belief each Defendant has infringed at least claim 1 of the ‘852 patent through its use of an application tool comprising each element of the claim.

51. On information and belief each Defendant has had actual knowledge of both the Plaintiff’s rights in the ‘852 patent and details of their infringement before the filing date of this Complaint.

52. By reason of each Defendant’s activities, Plaintiff has suffered substantial damages in an amount to be proven at trial. But for each Defendant’s infringement of the ‘852 patent, Plaintiff would either licensed the ‘852 patent to the Defendants or sold them products defined by the ‘852 patent for resale. As a result of each Defendant’s infringement, Plaintiff has been damaged in an amount equal to the loss of profits that would otherwise have accrued to the Plaintiff from providing its parented product to the Defendants, but in no event less than a reasonable royalty.

**FIFTH CAUSE OF ACTION
Infringement of Patent No. 10/967,625**

53. Plaintiff re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs as though fully set forth herein.

54. Ms. DeFries is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 10/975,625 (“the ‘625 patent”), duly and legally issued by the

United States Patent and Trademark Office, including the right to bring this suit for damages. A true and correct copy of the '625 patent is attached hereto as Exhibit B.

55. The '625 patent is valid and enforceable.

56. Defendants have each directly infringed the '625 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods performed by and/or attributable to equipment, and or services that practice one or more claims of the '625 patent, including but not limited to double ended hand tools, and components thereof (herein the "Infringing Products ").

57. As a non-limiting example, Defendants have each infringed claim 1 of the '625 patent. Claim 1 claims as follows—

“A tool for applying items, said tool comprising:

a first end and a second end, said first and second ends coupled by a shaft;

wherein said first end comprises a wax tip, and wherein said second end comprises a

hollow extended portion which is narrower than the shaft, and wherein said tool

further comprises a connector located within said shaft, and wherein said hollow

extended portion comprises a hollow tube, and further comprising an adapter,

wherein said hollow extended portion which is narrower than the first end is coupled

to said adapter, and wherein said connector couples said wax tip and said adapter.”

58. On information and belief each Defendant has infringed at least claim 1 of the '625 patent through its use of an application tool comprising each element of the claim.

59. On information and belief each Defendant has had actual knowledge of both the Plaintiff's rights in the '625 patent and details of their infringement before the filing date of this Complaint.

60. By reason of each Defendant's activities, Plaintiff has suffered substantial damages in an amount to be proven at trial. But for each Defendant's infringement of the '625 patent, Plaintiff would either licensed the '625 patent to the Defendants or sold them products defined by the '625 patent for resale. As a result of each Defendant's infringement, Plaintiff has been damaged in an amount equal to the loss of profits that would otherwise have accrued to the Plaintiff from providing its parented product to the Defendants, but in no event less than a reasonable royalty.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief:

- A. A judgment that each Defendant has infringed and is infringing each and every one of the Asserted Patents;
- B. A preliminary and permanent injunction against Defendants, its respective officers, agents, servants, employees, attorneys, parent and subsidiary corporations, assigns and successors in interest, **and those persons in active concert or participation with them**, enjoining them from infringement, inducement of infringement, and contributory infringement of each and every one of the Asserted Patents, including but not limited to an injunction against making, using, selling, **distributing**, and/or offering for sale within the United States, and/or importing into the United States, any products and/or services that infringe the Asserted Patents;
- C. Lost profit damages resulting from each Defendant's infringement of the Asserted Patents;
- D. A reasonable royalty for each Defendant's use of Plaintiff's patent product, as alleged herein;
- E. Prejudgment interest;

F. Post-judgment interest;

G. A judgment holding each Defendant's infringement of the Asserted Patents to be willful, and a trebling of damages pursuant to 35 U.S.C. § 284;

H. A declaration that this Action is exceptional pursuant to 35 U.S.C. § 285, and an award to Plaintiff of its attorney's fees, costs, and expenses incurred in connection with this Action; and

I. Such other relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated this 8th day of March, 2022.

Respectfully Submitted,

Leavitt Eldredge Law Firm

/Brandon J. Leavitt/

Brandon James Leavitt

Tx Bar No. 24078841

4204 SW Green Oaks Blvd., Suite 140

Arlington, TX 76107

(214) 727-2055

brandon@uslawpros.com

ATTORNEYS FOR PLAINTIFF

VERIFICATION STATEMENT

I, Kellie DeFries, hereby state under oath that I am the Plaintiff in this dispute, that I have read the foregoing complaint, and that it is true and accurate to the best of my knowledge and belief, except as to matters stated on information and belief, and that as to those matters I believe to be true.

I declare under penalty of perjury that the foregoing verification is true and correct to the best of my knowledge and belief, and as to any matter stated on belief, I believe such to be true.

Dated this 8th day of March 2022.

/Kellie DeFries/
Kellie DeFries